

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3 UNITED STATES OF AMERICA, *ex rel.*) Case No. 2:13-cv-00167-APG-PAL
4 JOANNE CRETNEY-TSOSIE; and) (Consolidated Case)
5 STATE OF NEVADA, *ex rel.* JOANNE)
6 CRETNEY-TSOSIE; and JOANNE)
7 CRETNEY-TSOSIE, individually.)

8 Plaintiffs,)

9 vs.)

10 SKILLED HEALTHCARE GROUP,)
11 INC., *et al.*,)

12 Defendants.)

13 ORDER

14 Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure and the *qui tam*
15 provisions of the False Claims Act, 31 U.S.C. § 3730(b)(1), the Parties filed a Joint Stipulation
16 of Dismissal. Upon consideration of the Stipulation, and the papers on file in this action,

17 IT IS HEREBY ORDERED that,

18 1. Consistent with the terms of the June 9, 2017 Settlement Agreement executed by
19 the United States, Joanne Cretney-Tsosie (the “Relator”), and Genesis Healthcare, Inc. (the
20 “Settlement Agreement”), which is incorporated herein, all claims asserted on behalf of the
21 United States and Relator against Creekside concerning the Covered Conduct as defined in
22 Recital E of the Settlement Agreement are dismissed with prejudice; and

23 2. Consistent with the terms of the Settlement Agreement, all other claims are
24 dismissed without prejudice to the United States and with prejudice as to the Relator, except for
25 the following: (a) Relator’s claims for reasonable expenses necessarily incurred and reasonable
26 attorney’s fees and costs pursuant to 31 U.S.C. § 3730(d) and any claims or defenses by
27
28


1 Creekside related to any petition for attorney's fees or costs filed in connection with the action
2 referenced in Paragraph B.1 of the Settlement Agreement; and (b) Relator's claim for the
3 relator's share (*i.e.* the percentage of the settlement amount any qualified relators are entitled to
4 receive under 31 U.S.C. § 3730(d)).

5
6 3. Consistent with the terms of the Settlement Agreement, the District Court of
7 Nevada retains jurisdiction over (a) Relator's claim for reasonable expenses necessarily incurred
8 and reasonable attorney's fees and costs pursuant to 31 U.S.C. § 3730 and any claims or
9 defenses by Creekside related to any petition for attorney's fees or costs filed in connection with
10 the action referenced in Paragraph B.1 of the Settlement Agreement; and (b) the determination
11 of relator's share under 31 U.S.C. § 3730. Relator Cretney-Tsosie and Creekside will file a
12 Motion to Stay the time for Relator Cretney-Tsosie to file any petition for attorneys' fees and
13 costs under Local Rule 54-14 until the United States Court Appeals for the Ninth Circuit
14 resolves Relator Veneta Lepera's appeal of this Court's order of March 30, 2017. (Dkt. 189).
15 Following final resolution of the appeal, Relator and Creekside will notify the Court of the
16 appeal disposition and, if applicable, a proposed schedule for Relator to file any petition for
17 attorney's fees under Local Rule 54-14.
18

19
20 4. Consistent with the terms of the Settlement Agreement, the exclusive jurisdiction
21 and venue for any other dispute relating to the Settlement Agreement is the United States
22 District Court for the Northern District of California.

23 **IT IS SO ORDERED.**

24 Dated: 6/21/2017

25
26 
27 _____
28 UNITED STATES DISTRICT JUDGE